

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12444-2023

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

JONAH DAVID MICHAEL

Respondent

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Before:

Ms A Kellett (in the Chair)

Ms C Rigby

Mr C Childs

Date of Hearing: 15 June 2023

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## **Appearances**

There were no appearances as the matter was dealt with on the papers.

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## **JUDGMENT ON AN AGREED OUTCOME**

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## Allegations

1. The Allegations against the Respondent, Jonah David Michael, made by the SRA, are that, whilst a solicitor/director at Lawrence Stephens Solicitors (“the Firm”) he:
  - 1.1 On 23 March 2021, during an ongoing property transaction, sent an email to his client [A1] having edited the contents of the email chain to demonstrate that he had been more efficient in dealing with the client matter. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
  - 1.2 On 10 May 2021, during an ongoing property transaction, sent an email to his client [B1]:
    - 1.2.1 Having edited the contents of the email chain which demonstrated that he had been more efficient in dealing with the client matter; and
    - 1.2.2 Having falsified an email in the chain to Santander that suggested he had been progressing matters with them since 30 April 2021. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
  - 1.3 On 21 May 2021, during an ongoing property transaction [relating to Clients C1/C2], instructed a trainee solicitor to edit the contents of an email chain to demonstrate that the firm had been more efficient in dealing with the client matter. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
  - 1.4 On 22 May 2021, during an ongoing property transaction, sent an email to his client [D1/D2] having falsified an email in the chain which demonstrated that he had updated the client the previous day when he had not. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
  - 1.5 On 27 May 2021, during an ongoing property transaction, sent an email to his client [E1/E2] having edited the contents of the email chain which demonstrated that he had been more efficient in dealing with the client matter. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
2. The Applicant made the following preliminary applications:
  - For leave to make the application less than 28 days before the date of the substantive hearing.
  - The Applicant applies to vary the deadline to file an Agreed Outcome in these proceedings. The deadline for filing any agreed outcome was 8 June 2023. The parties had been in ongoing discussions regarding the possibility of an Agreed Outcome since the commencement of this matter and it had taken time to reach

agreement. The parties apologised that this application for an Agreed Outcome was made less than 28 days prior to the substantive hearing.

3. The Tribunal consented to the application and gave the required permission.

### **Documents**

4. The Tribunal had before it the following documents:-
  - Rule 12 Statement and Exhibit MJE1 dated 8 March 2023
  - Statement of Agreed Facts and Outcome dated 13 June 2023

### **Background**

5. Mr Michael was born in May 1981. He was admitted to the Roll of Solicitors on 1 July 2011. At all relevant times he worked as a solicitor for Lawrence Stephens Solicitors and was a Director in their Residential Conveyancing Department.
6. Mr Michael held a practising certificate which is subject to the following conditions:
  - a. He was not to be a manager or owner of any authorised body, authorised non-SRA firm or legal services body.
  - b. Subject to the condition above, he could act as a solicitor, only as an employee where the role has first been approved by the SRA.
  - c. He was not to be the sole signatory to any client or office account and does not have sole responsibility for client or office account or sole responsibility for authorising client or office account transfers.
  - d. He was not practise on his own account under regulation 10.2(a) or (b) of the SRA Authorisation of Individuals Regulations.
7. The conduct alleged came to the attention of the SRA following the submission of a report form by the Firm to the SRA on 11 June 2021. A subsequent investigation was undertaken by the SRA which revealed concerns about Mr Michael falsifying or inappropriately editing emails, or instructing a trainee solicitor to do the same, on five separate client matters.
8. On 27 May 2021, the Firm had conducted a virtual meeting with Mr Michael to raise the issues that had come to light. After the various issues were raised with him at the meeting, he immediately terminated the meeting. The same day Mr Michael sent an email to the Firm resigning with immediate effect. The resignation was accepted on 28 May 2021.

### **Application for the matter to be resolved by way of Agreed Outcome**

9. The parties invited the Tribunal to deal with the Allegations against Mr Michael in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment.

The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

### **Findings of Fact and Law**

10. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Michael's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
11. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Mr Michael's admissions were properly made.
12. The Tribunal considered the Guidance Note on Sanction (June 2022/10<sup>th</sup> Edition). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
13. The Tribunal noted that Mr Michael admitted all the allegations made against him including dishonesty and lack of integrity. The misconduct took place over a period of 3 months and against a background of personal difficulty. The difficulties experienced by Mr Michael, did not, however, constitute exceptional circumstances (see Solicitors Regulation Authority v James et al [2018] EWHC 3058 (Admin)).
14. The Tribunal found that sanctions such as a Reprimand, Fine or Suspension did not adequately reflect the seriousness of the misconduct. The Tribunal found that given the admission of dishonesty, and the absence of exceptional circumstances the only appropriate and proportionate sanction was to strike Mr Michael off the Roll of solicitors.
15. Accordingly, the Tribunal approved the sanction agreed by the parties.
16. The Tribunal agreed for the redaction of references to Mr Michael's health in the Agreed Outcome document as there was no need for such information to enter the public domain.
17. As a general observation, the Tribunal urged any solicitor whose work was being impacted by personal problems to seek timely and appropriate help before matters escalated beyond their control.

### **Costs**

18. The parties agreed that Mr Michael would pay costs in the sum of £5,000.00. The Tribunal determined that the agreed amount was reasonable and proportionate. Accordingly, the Tribunal ordered Mr Michael to pay costs in the agreed sum.

**Statement of Full Order**

19. The Tribunal ORDERS that the Respondent, JONAH DAVID MICHAEL, solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £5,000.00.

Dated this 10<sup>th</sup> day of July 2023  
On behalf of the Tribunal

A handwritten signature in black ink, appearing to read 'A Kellett', is written over a light grey rectangular background.

A Kellett  
Chair

**JUDGMENT FILED WITH THE LAW SOCIETY**  
**10 JUL 2023**

**IN THE SOLICITORS DISCIPLINARY TRIBUNAL**

**IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)**

**AND THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

**Applicant**

**and**

**JONAH MICHAEL**

**Respondent**

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**STATEMENT OF AGREED FACTS AND OUTCOME**

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**Introduction**

1. By application and statement made by Matthew James Edwards on behalf of the Solicitors Regulation Authority Limited (the "SRA"), pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019, dated 8 March 2023, the SRA brought proceedings before the Tribunal making allegations of professional misconduct against the Respondent. Definitions and abbreviations used herein are those set out in the Rule 12 Statement. The Tribunal made Standard Directions on 10 March 2022. There is a substantive hearing listed for 6 and 7 July 2023.
2. The Respondent admits all the allegations as set out in the Rule 12 statement.

**Allegations**

3. The Respondent, Jonah David Michael, admits all of the Allegations and the facts set out in this statement and the parties have agreed a proposed outcome (the numbering of the Allegations are retained from the Rule 12 Statement).

4. The allegations against the Respondent, made by the SRA, are that, whilst a solicitor/director at Lawrence Stephens Solicitors (“the Firm”) he:

1.1 On 23 March 2021, during an ongoing property transaction, sent an email to his client [A1] having edited the contents of the email chain to demonstrate that he had been more efficient in dealing with the client matter. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

1.2 On 10 May 2021, during an ongoing property transaction, sent an email to his client [B1]:

1.2.1 Having edited the contents of the email chain which demonstrated that he had been more efficient in dealing with the client matter; and

1.2.2 Having falsified an email in the chain to Santander that suggested he had been progressing matters with them since 30 April 2021.

In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

1.3 On 21 May 2021, during an ongoing property transaction [relating to Clients C1/C2], instructed a trainee solicitor to edit the contents of an email chain to demonstrate that the firm had been more efficient in dealing with the client matter. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

1.4 On 22 May 2021, during an ongoing property transaction, sent an email to his client [D1/D2] having falsified an email in the chain which demonstrated that he had updated the client the previous day when he had not. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

1.5 On 27 May 2021, during an ongoing property transaction, sent an email to his client [E1/E2] having edited the contents of the email chain which demonstrated that he had been more efficient in dealing with the client matter. In doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

## Agreed Facts

5. The Respondent was born on 24 May 1981. He was admitted to the Roll of Solicitors on 1 July 2011. At all relevant times the Respondent worked as a solicitor for Lawrence Stephens Solicitors and was a Director in their Residential Conveyancing Department.
6. The Respondent holds a practising certificate which is subject to the following conditions:
  - 6.1 The Respondent is not a manager or owner of any authorised body, authorised non-SRA firm or legal services body.
  - 6.2 Subject to the condition above, the Respondent may act as a solicitor, only as an employee where the role has first been approved by the SRA.
  - 6.3 The Respondent is not the sole signatory to any client or office account and does not have sole responsibility for client or office account or sole responsibility for authorising client or office account transfers.
  - 6.4 The Respondent may not practice on his own account under regulation 10.2(a) or (b) of the SRA Authorisation of Individuals Regulations.
7. The conduct alleged came to the attention of the SRA following the submission of a report form by the Firm to the SRA on 11 June 2021. A subsequent investigation was undertaken by the SRA which revealed concerns about the Respondent falsifying or inappropriately editing emails, or instructing a trainee solicitor to do the same, on five separate client matters.
8. On 27 May 2021, the Firm had conducted a virtual meeting with the Respondent to raise the issues that had come to light. After the various issues were raised with the Respondent at the meeting, he immediately terminated the meeting. The same day the Respondent sent an email to the Firm resigning with immediate effect. The Respondent's resignation was accepted on 28 May 2021.

### Allegation 1.1 – Clients A1/A2 - edited the contents of the email chain

9. In March 2021, the Respondent was representing A1 and A2 in the purchase of 32 Nxxx Avenue.
10. On 19 March 2021, the Respondent received an email from the seller's solicitor, Stephen Ward ("Mr Ward") of Derrick Bridges & Co Solicitors, responding to a number of enquiries. Also included in the email was a question regarding the exchange of contracts for the property, it read:



*“Are you in a position to exchange Contracts, perhaps Monday now, bearing in mind we are looking at a completion date of next Thursday?”*

11. The email was date/time stamped, 19 March 2021, 17:41. The previous email in the email chain, which was an email from Mr Ward to the Respondent, was date/time stamped 19 March 2021, 15:09.

12. Having not received a reply from the Respondent, Mr Ward sent a follow up email at 15:20 on 22 March 2021, it read:

*“Dear Jonah. Further to my email below, as I have not heard back with a transfer, or offer of exchange, is it the case that you are no longer looking for completion on Thursday? Kind regards Steve.”*

13. The Respondent replied to Mr Ward the same day at 15:55 stating:

*“Hi Steve, We have had a virus in our firm which ahs [sic] meant emails we sent last week or received have only started coming through on Friday. We have our client's signed contract, 10% deposit was transferred this morning. Once received we can exchange. Our client very much wishes to complete on Thursday. Kind regards, Jonah”*

14. One minute later Mr Ward thanked the Respondent for the update and asked for a transfer to be sent through with the new price.

15. A further email was sent by Mr Ward to the Respondent at 15:30 on 23 March 2021 which stated:

*“Dear Jonah, further to our conversation today, I'm taking instructions on whether my clients are happy to exchange contracts now with completion on Thursday but would like to know that they are going to be able to have a transfer and get it executed in readiness so as per our conversation look forward to hearing from you as soon as possible with a draft Transfer. Kind regards Steve”*

16. The Respondent emailed the client, A1, at 15:56 on 23 March 2021. It read:

*“Fyi below enquiries A1 to our original legal enquiries from solicitors. We are still chasing re exchange.”*

17. The email purported to forward an email that had been received from Mr Ward. On inspection the forwarded email in the chain referenced by the Respondent is headed by the email that was received by him at 17:41 on 19 March 2021. It is of note that the email has been changed in the following ways:

17.1 The Date has been changed to 23 March 2021;

17.2 The time has been changed to 14:41; and

17.3 The final paragraph which reads “*Are you in a position to exchange Contracts, perhaps Monday now, bearing in mind we are looking at a completion date of next Thursday?*” has been removed.

18. The obvious inference is that the Respondent edited the contents of the email received by him at 17:41 on 19 March 2021, from Mr Ward, before forwarding it to A1.

#### Allegation 1.2 – Clients B1/B2 – edited/falsified emails

19. In May 2021, the Respondent was representing B1 and B2 in the purchase of Gxxx Terrace.

20. On 10 May 2021, the client sent the Respondent two emails. At 12:44 B1 wrote:

*“Hi Jonah Can you give me a call once you are out of your meeting please? I’m around all afternoon. Thanks”*

21. At 14:11 B1 wrote:

*“Hi Jonah I’ve just received the below from our mortgage broker. Can you explain to us what is going on here please? SPF have advised that they’ve asked you to reach out to Santander, but this hasn’t occurred yet and there’s been limited response from your end. We have until Friday to resolve this, otherwise we are pulling out of the transaction because me and Marina need to sort our living situation and can’t extend our current rental lease any further. Can you please prioritise this case and call me today so we can be crystal clear what exactly needs to be done. Thanks B1”*

22. The referenced information from the mortgage broker related to a query regarding the term of the outstanding lease on the property.

23. At 15:43 on 10 May 2021, the Respondent emailed [completions@santander.co.uk](mailto:completions@santander.co.uk) stating:

*“Dear Sirs, We have been chased by the parties concerned in the transaction please may we have a follow up to our email below? Yours sincerely, Lawrence Stephens”*

24. The email purported to forward an email that had previously been sent to the same email address at 17:46 on 30 April 2021, regarding a possible lease extension and requesting authority to proceed to exchange. No such email has been recovered from the Respondent's sent email folder.
25. It has been confirmed that the [completions@santander.co.uk](mailto:completions@santander.co.uk) email address is not an email address used by Santander and that the Respondent received a bounce back email from [MAILER-DAEMON@stemnetworks.net](mailto:MAILER-DAEMON@stemnetworks.net) at 15:43 on 10 May 2021 after sending the email to [completions@santander.co.uk](mailto:completions@santander.co.uk). No bounce back email was generated by [MAILER-DAEMON@stemnetworks.net](mailto:MAILER-DAEMON@stemnetworks.net) on 30 April 2021.
26. When the Respondent emailed an update to the client and various other people at 15:52 on 10 May 2021, the two emails supposedly sent to [completions@santander.co.uk](mailto:completions@santander.co.uk) were forwarded as part of a chain. However, the time stamp on the email sent at 15:43 that day had been changed to read 11:37.
27. On 20 and 21 May 2021, the Respondent was asked by the mortgage broker Daniel Morris whether he had received a communication from Santander on the issues of a surveyor's response and ground rent on the property.
28. On the 21 May 2021 at 15:39, the Respondent emailed [completions@santander.co.uk](mailto:completions@santander.co.uk) on this issue purporting to follow up on an email that had been sent to the same email address at 18:53 on 17 May 2021. Daniel Morris was copied into this email. No such email for 17 May 2021, has been recovered from the Respondent's sent email folder.
29. The Respondent received a bounce back email from [MAILER-DAEMON@stemnetworks.net](mailto:MAILER-DAEMON@stemnetworks.net) at 15:40 on 21 May 2021 after sending the email to [completions@santander.co.uk](mailto:completions@santander.co.uk). No bounce back email was generated by [MAILER-DAEMON@stemnetworks.net](mailto:MAILER-DAEMON@stemnetworks.net) on 17 May 2021.
30. The obvious inference is that the Respondent falsified the email that was purportedly sent to Santander at 17:46 on 30 April 2021 and edited the time of the email sent to Santander before forwarding it to the client.

#### Allegation 1.3 – Clients C1/C2 – instructed trainee to edit contents of email chain

31. In May 2021, the Respondent was representing C1 and C2 in the purchase of 7 Nxxx Road.
32. There had been a delay in ordering searches on the property which was holding up relevant enquiries being made with the seller's solicitors. On 20 May 2021, at 17:57, enquiries were made with the seller's solicitors by Lucy Cadley, a trainee solicitor at

the Firm. Shortly after sending this email, at 18:02, Ms Cadley updated the client to confirm that enquiries had been raised and that they were waiting for their response.

33. The client, C1, responded to Ms Cadley's email at 06:59 on 21 May 2021, thanking Ms Cadley and asking her when the enquiries were raised. Ms Cadley sought instructions in an email sent to the Respondent at 08:18 on 21 May 2021, stating:

*"See below from C1. Shall I say they were raised yesterday? – I don't think that's unreasonable. I could also say that we've had to obtain quotes for indemnity policies in the mean time?"*

34. In response to being sent this email the Respondent telephoned Ms Cadley and instructed her to forward the email with the enquiries to the client but to change the date on the email to make it look as though these had been raised almost immediately after the search results had been received. Ms Cadley was told by the Respondent not to share what she was being asked to do with anyone else and recalls the Respondent saying something about the fact that he shouldn't be asking a trainee to do this. Ms Cadley did not act on these instructions and reported her concerns to her supervisor, Daniel Schwarz, when he returned from leave on 24 May 2021.

#### Allegation 1.4 – Client D1- falsified an email in the chain

35. In May 2021, the Respondent was representing D1 in the purchase of 16 Fxxx Court. The client's father, D2, was involved in the transaction and on 22 May 2021, he contacted the Respondent to ask for an update.

36. At 15:47 on 22 May 2021, the Respondent emailed D2 as follows:

"Hi D2, Thank you for the email. Did you receive my email yesterday (below)? We will need to chase them again on Monday. It's important the seller is talking to their solicitor to contact us as we have informed them all along that we are ready to exchange. Jonah"

37. The referenced email was purportedly sent to D1, D2 and Lucy Cadley, at 17:47 on 21 May 2021, and provided an unprompted update on the progress of the sale.

38. D2 confirmed in an email to the Respondent that he did not receive the purported email of 21 May 2021. Ms Cadley has also confirmed that (a) she did not receive that purported email; and (b) the email was not contained within the Respondent's sent mailbox. The obvious inference is that the Respondent falsified the purported email of 21 May 2021.

Allegation 1.5 – Clients E1/E2 - edited the contents of the email chain

39. In May 2021, the Respondent was representing E1 and E2 in the purchase of 8 Pxxx Road. The clients were also purchasing 48 Mxxx Road through their company, E3.

40. On 17 May 2021 at 16:54, the Respondent received an email from the seller's solicitor, Molly Gunn, responding to a number of queries raised in an email from the Respondent dated 4 May 2021.

41. On 27 May 2021, at 11:53, the Respondent received an email from E1 which stated:

*“Hi Jonah, I hope you are keeping well. Have you had any response from the follow up with the seller's solicitors last week? Also, could we please raise the enquiries urgently if they weren't done so yesterday. Many thanks! Kind regards E1.”*

42. The same day at 14:47, the Respondent forwarded Molly Gunn's email of 17 May 2021 to the clients. It is of note that the email has been changed in the following ways:

42.1 The Date has been changed to 26 May 2021; and

42.2 The time has been changed to 18:37.

43. The obvious inference is that the Respondent edited the contents of the email received by him at 16:54 on 17 May 2021, from Ms Gunn, before forwarding it to E1 and E2.

**Contact with the Respondent**

44. On 12 October 2021, the Respondent's then representative, Nick Trevette of Murdochs Solicitors, contacted the SRA stating, inter alia:

*“Mr Michael accepts that he altered the various emails as alleged in the email from Lawrence Stephens Limited but at this stage makes no admissions as to his conduct...”*

*There are substantial mitigating matters concerning [REDACTED] and work environment that we are investigating.”*

45. On 22 October 2021, Nick Trevette contacted the SRA outlining:

*“Having discussed this matter with my client we intend to provide full [REDACTED] to the SRA, including a [REDACTED], as soon as is achievable. Before he is [REDACTED], we will have to access his [REDACTED] and provide his own account of matters that have impacted on [REDACTED] and [REDACTED], this will be in statement form. Separately will also intend to provide a statement dealing with the working environment at Lawrence Stephens Ltd and the specific detail of the misconduct that has already been admitted. This may take a number of weeks but in our opinion will expediate [sic] matters in the long run.*

*In the fullness of time it will be our objective to try and Agree an Outcome with the SRA / SDT once his conduct has been referred (which is a given), we have advised our client of the seriousness of the admissions but once our own investigations have concluded we will seek to argue that exceptional circumstances existed at the time of his misconduct in an attempt to avoid a finding of dishonesty.”*

46. On 13 February 2022, Mr Trevette contacted the SRA to confirm he was no longer instructed by the Respondent.
47. On 15 June 2022, the SRA were contacted by the Respondent’s new representative, Steve Roberts of Richard Nelson LLP. Mr Roberts confirmed that they were awaiting the preparation of a [REDACTED] on behalf of the Respondent due to a number of [REDACTED] which were present at the relevant time.
48. On 8 July 2022, Steve Roberts contacted the SRA to confirm he was no longer instructed by the Respondent.
49. On 11 July 2022, the Respondent wrote lengthy submissions to the SRA which explained the working environment at the Firm and also a number of mitigating factors that he would like to be taken into consideration.

## **Admissions**

### Allegation 1.1

50. The Respondent admits that on 23 March 2021, before forwarding an email to his client that had been received from the seller’s solicitors, the Respondent changed the date and time stamp to give the impression that the email had been received approximately forty-eight hours after it had actually been received.

51. The Respondent accepts that a solicitor acting with integrity would not send information to his client which he knew to be false.
52. The Respondent accepts that by sending information to his client which he knew to be false he failed to act with integrity, i.e., with moral soundness, rectitude and steady adherence to an ethical code and therefore breached Principle 5 of the SRA Principles 2019.
53. The Respondent also admits that his conduct amounted to a breach of the requirement to behave in a way in which maintains the trust placed by the public in solicitors and in the provision of legal services and that a solicitor acting in the best interests of each client would not seek to provide them with information that is false. The Respondent therefore breached Principles 2 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
54. The Respondent further accepts that this conduct was dishonest in accordance with the test laid down in *Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67* and he therefore breached Principle 4 of the SRA Principles 2019.

#### Allegation 1.2

55. The Respondent admits that on 10 May 2021, before forwarding an email to his client that he had sent to Santander earlier that day, the Respondent changed the time stamp to give the impression that the email had been sent approximately four hours earlier than it had and prior to being queried by his client about his contact with Santander that day. The Respondent also admits that he inserted a falsified email into the email chain which gave the impression that he had been liaising with Santander in respect of certain issues since 30 April 2021.
56. The Respondent accepts that he failed to act with integrity, i.e., with moral soundness, rectitude and steady adherence to an ethical code and therefore breached Principle 5 of the SRA Principles 2019.
57. The Respondent also admits that his conduct amounted to a breach of the requirement to behave in a way in which maintains the trust placed by the public in solicitors and in the provision of legal services and that a solicitor acting in the best interests of each client would not seek to provide them with information that is false. The Respondent therefore breached Principles 2 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

58. The Respondent further accepts that this conduct was dishonest in accordance with the test laid down in *Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67* and he therefore breached Principle 4 of the SRA Principles 2019.

#### Allegation 1.3

59. The Respondent admits that on 21 May 2021, he instructed a trainee solicitor to forward an email to a client/client's representative but to change the dates of emails to make it look as though enquiries had been raised almost immediately after the receipt of search results.

60. The Respondent accepts that a solicitor acting with integrity would (a) not instruct a trainee solicitor to send information to his client which he knew to be false; and (b) instruct a trainee solicitor to do an act, that had she undertaken, would have exposed her to serious professional repercussions.

61. The Respondent accepts that he failed to act with integrity, i.e., with moral soundness, rectitude and steady adherence to an ethical code and therefore breached Principle 5 of the SRA Principles 2019.

62. The Respondent also admits that his conduct amounted to a breach of the requirement to behave in a way in which maintains the trust placed by the public in solicitors and in the provision of legal services and that a solicitor acting in the best interests of each client would not seek to provide them with information that is false. The Respondent therefore breached Principles 2 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

63. The Respondent further accepts that this conduct was dishonest in accordance with the test laid down in *Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67* and he therefore breached Principle 4 of the SRA Principles 2019.

#### Allegation 1.4

64. The Respondent admits that on 22 May 2021, he emailed his client with an update whilst forwarding an email that he had purportedly sent to his client the previous day, when he was aware that no such email was sent by him to the client on 21 May 2021.

65. The Respondent accepts that no email was sent by him to the client on 21 May 2021 and despite knowing this, he chose to send an email to his client misrepresenting that he had sent such an email.



66. The Respondent accepts that he failed to act with integrity, i.e., with moral soundness, rectitude and steady adherence to an ethical code and therefore breached Principle 5 of the SRA Principles 2019.
67. The Respondent also admits that his conduct amounted to a breach of the requirement to behave in a way in which maintains the trust placed by the public in solicitors and in the provision of legal services and that a solicitor acting in the best interests of each client would not seek to provide them with information that is false. The Respondent therefore breached Principles 2 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
68. The Respondent further accepts that this conduct was dishonest in accordance with the test laid down in *Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67* and he therefore breached Principle 4 of the SRA Principles 2019.

#### Allegation 1.5

69. The Respondent admits that on 27 May 2021, he emailed his client forwarding an email that had been received from the seller's solicitors responding to a number of queries that had been raised. The Respondent admits that prior to forwarding the email, he changed the date and time stamp to give the impression that the email had been received approximately nine days after it had actually been received, giving the client the impression that the Respondent had acted on the email the following day, when he hadn't.
70. The Respondent accepts that he failed to act with integrity, i.e., with moral soundness, rectitude and steady adherence to an ethical code and therefore breached Principle 5 of the SRA Principles 2019.
71. The Respondent also admits that his conduct amounted to a breach of the requirement to behave in a way in which maintains the trust placed by the public in solicitors and in the provision of legal services and that a solicitor acting in the best interests of each client would not seek to provide them with information that is false. The Respondent therefore breached Principles 2 and 7 of the SRA Principles 2019 and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.
72. The Respondent further accepts that this conduct was dishonest in accordance with the test laid down in *Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67* and he therefore breached Principle 4 of the SRA Principles 2019.

## Mitigation

73. The following points are advanced by way of mitigation on behalf of the Respondent but their inclusion in this document does not amount to adoption or endorsement of such points by the SRA:

- 73.1. Upon joining the firm, the Respondent was told that there wasn't currently a residential property department. He inherited multiple files and having joined remotely during Covid, was still being accustomed to the firm's procedures in addition to the bulk of files. These inherited files were subject to complaints from clients/other parties. In his first two days, he recalls that he was given approximately forty cases from the Secured Lending Department all of which turned out to be agitated and sometimes aggressive clients whose cases had been mishandled, some going back even four to six months the previous year.
- 73.2. When he accepted the job, he was promised the following:
  - 73.2.1. Other lawyers assisting in the residential property department to share the workload,
  - 73.2.2. Access to sufficient paralegal support whenever needed, and
  - 73.2.3. An adequate fully functioning IT system.
- 73.3. None of the above promises were fulfilled. Furthermore, when he joined in January 2021, it was close to the height of the stamp duty discount period for purchase transactions which lasted until end of June 2021 (extended from March 2021). This meant that there was a surge in cases with everybody from first time buyers to experienced investors and corporates wanting to benefit from the stamp duty discount if they could. The continuing discount period which went on from 2020 to 2021 led to an unprecedented workload.
- 73.4. The Respondent made it clear throughout his time at the firm that he needed other lawyers to support him or otherwise to have existing casework taken off his desk, all of which was ignored.
- 73.5. Throughout his time at the firm, he was working remotely from home and never got to physically meet his colleagues.
- 73.6. Right from the start of the role, he found himself working late into the evenings on several occasions close to or past midnight as well as weekends which was causing a strain on not only his health but his personal life.
- 73.7. He constantly asked for support on his files and each request was ignored.
- 73.8. The Respondent found himself sinking with no support in sight. He felt [REDACTED] as each day passed and was in tears both during working hours, as

well as outside of working hours which significantly impacted his [REDACTED] and his actions.

- 73.9. During his time at the firm, he was experiencing a lot of [REDACTED] and personal issues which added to the problems he was facing at the firm.
- 73.10. The Respondent attended [REDACTED] from 17 February 2021 to 10 March 2021. In a letter, the manager of [REDACTED] says: "it was evident that [REDACTED] were hugely impacting the day-to-day functioning in all areas of his life."
- 73.11. The Respondent is a [REDACTED]. During his time at the firm his [REDACTED] and regressed to [REDACTED] in [REDACTED] [REDACTED] also deteriorated, and he was [REDACTED] [REDACTED] caused by work pressures.
- 73.12. Through lack of support and unmanageable workload, the Respondent was overworked and having to work till early hours in the mornings and weekends. This led to him seeking professional help where the GP stated that he was [REDACTED] [REDACTED]
- 73.13. Ever since the beginning of the investigation, the Respondent has co-operated fully with the Applicant. He has never denied the allegations, in fact he admitted them as soon as the Applicant sent him the report on 12 October 2021 - despite not being asked for his representations at that stage.
- 73.14. The Respondent profoundly and sincerely regrets his actions. These are actions that have greatly burdened him each day since, and he will forever regret and struggle to cope with the mistakes that he has made.

### **Agreed Outcome**

74. The Respondent agrees:

74.1 to be Struck-Off the Roll.

74.2 to pay costs to the SRA in the sum of £5,000.00

75. The parties consider and submit that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter, consistent with the Tribunal's Guidance Note on Sanction (10<sup>th</sup> edition).

76. The Respondent has admitted dishonesty. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanctions" (10th edition), states that: "The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin))."

77. In *Sharma* [2010] EWHC 2022 (Admin) at [13] Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

77.1 Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...

77.2 There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...

77.3 In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."

78. The Applicant has considered the relevant factors. In this regard it is submitted that:

78.1 The Respondent was fully culpable for the conduct. The Respondent had an obligation to his client's to furnish them with the full and correct information. Instead he chose to deliberately provide them with incorrect information. When asked to provide updates in matters, in order to perpetuate the lies he had told, he created false documents and sent them on to his clients.

78.2 The dishonesty demonstrated by the Respondent occurred over five separate client matters.

78.3 The dishonesty demonstrated by the Respondent over all client matters spanned a period of three months.

78.4 The dishonesty demonstrated by the Respondent included instructing a trainee solicitor at the Firm to send information to his client which he knew to be false. Had the trainee solicitor undertaken this task it would have exposed her to very serious professional repercussions.

79. The Respondent admits that his conduct was dishonest. He does not assert that exceptional circumstances which might justify a departure from the inevitable consequence of striking off arise in this case.

80. The Applicant considers that, in the context of the admitted misconduct, an immediate strike-off is the only appropriate sanction and will have an appropriate effect on public confidence in the legal profession and adequately reflects serious misconduct. The Parties consider that, in light of the admissions set out above, and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter which is in the public interest. These were serious acts of dishonesty and the case plainly does not fall within the small residual category where striking off would be a disproportionate outcome. Accordingly, the fair and proportionate outcome in this case is for the Respondent to be struck off the Roll of Solicitors.

Signed by the parties:

The Respondent

Date:

For and on behalf of the Applicant

Date: